
ORIGINAL

CYPRESS COMMUNICATIONS OPERATING COMPANY, INC.

RULES AND REGULATIONS AND SCHEDULE OF RATES AND CHARGES

APPLYING TO INTRASTATE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF ARIZONA

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APPROVED FOR FILING
DECISION #: 65414

Issued: March 7, 2003

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Issued By:
Gregory P. McGraw, President
15 Piedmont Center, Suite 100
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CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original Tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicated Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) To Signify a Reissued Matter
- (T) Indicates Change of Text Only
- (Z) Correction

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EXPLANATION OF TERMS

ACCESS LINE

An arrangement which connects the Customer's location to a Cypress network switching center.

ACCOUNT CODE

A numeric code which enables a Customer to identify individual users for administrative purposes.

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes.

CENTRAL OFFICE

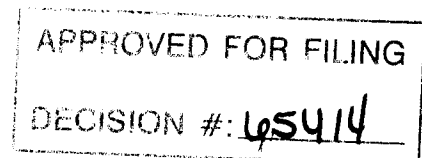
An operating office of the Company where connections are made between telephone exchange lines.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route.

COMMON CARRIER

A company or entity providing telecommunications services to the public.



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EXPLANATION OF TERMS (Cont'd)

COMPANY OR "CYPRESS"

Cypress Communications Operating Company, Inc., unless otherwise clearly indicated from the context.

COMMISSION

Arizona Corporation Commission.

CUSTOMER OR SUBSCRIBER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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EXPLANATION OF TERMS (Cont'd)

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the Customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the Customer's premises.

FINAL ACCOUNT

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-103, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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EXPLANATION OF TERMS (Cont'd)

HOLIDAYS

Recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

INTERFACE

That point on the premises of the Customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area.

LOCAL CALL

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a Customer for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

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EXPLANATION OF TERMS (Cont'd)

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MAC REQUEST

A single move, add or change with respect to services or equipment provided by Cypress to Customer.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PSAP

Public Safety Answering Point to which emergency (911) calls are routed.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating changes.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

TARIFF

The entire body of regulated rates, tolls, rentals, changes, classifications, rules, procedures, policies, etc. adopted and filed with the Commission by a telephone utility in fulfilling its role of telecommunications service. The term may also be used in reference to similar documents filed with state regulatory agencies.

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EXPLANATION OF TERMS (Cont'd)

TELECOMMUNICATIONS

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

TELEPHONE COMPANY

The incumbent local exchange company.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER OR END USER

A Customer, Joint User, or any other person(s) authorized by a Customer to use service provided under this Tariff.

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1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

- 1.1.1 This Tariff sets forth the service offerings, terms, regulations and rates applicable to the furnishing of intrastate telecommunications services provided by Company for telecommunications originating within the State of Arizona and terminating within the calling party's local calling area. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.1.2 The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by Telephone Company or other entity for use in accessing the services of Company.
- 1.1.3 The Customer is entitled to limit the use of Company's services by Users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.
- 1.1.4 At the option of the Company, service may be offered to business customers on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer consistent with any applicable pre-existing contracts and as specific in each individual contract.

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2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this Tariff. This Tariff shall be interpreted and governed by the State of Arizona regardless of its choice of laws provision. Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

2.1.2 Obligation of the Company

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other companies to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; and (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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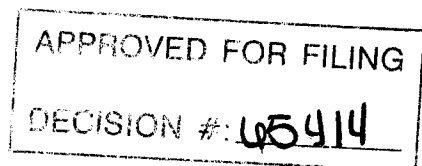
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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

- F. Company's services may be denied for nonpayment of charges or for other violations of this Tariff.
- G. Company's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Company, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.



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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service (Cont'd)

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available Tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 [RESERVED]

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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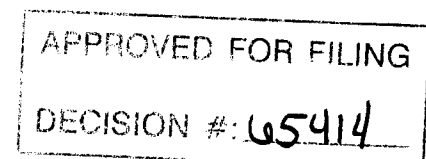
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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.



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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

J. The Company is not liable for any claims for loss or damages involving:

- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (4) Any act or omission in connection with the provision of 911, E911 or similar services;
- (5) Any noncompletion of calls due to network busy conditions;
- (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, and toll or usage fraud;
- (7) Any placement of calls from Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network;
- (8) Libel, slander, invasion of privacy or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services or services with Customer-provided facilities or services;

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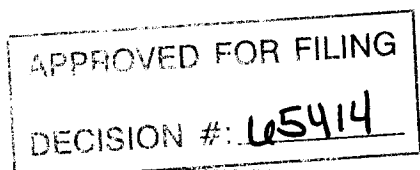
2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

J. The Company is not liable for any claims for loss or damages involving: (Cont'd)

- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for Company and/or is not authorized by Company; and
- (10) Any calls not actually attempted to be completed during any period that service is unavailable.



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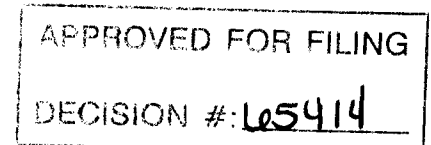
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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- K. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- L. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- M. Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- N. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- O. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- P. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.



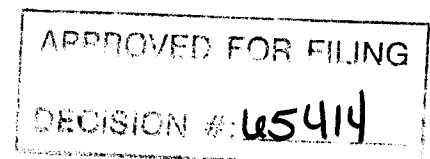
ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.7 Limitations on Liability (Cont'd)

- Q. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.



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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.8 [Reserved]

2.1.9 [Reserved]

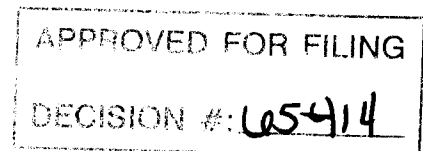
2.1.10 Blocking of Service

The Company's facilities can be used to originate calls to other telephone companies' or Information Provider's caller-paid information services, only with expressed authorization from Cypress. The Company reserves the right to block services that violate the prohibited use policy.

2.1.11 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.



ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.12 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.13 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.14 Rights-of-Way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

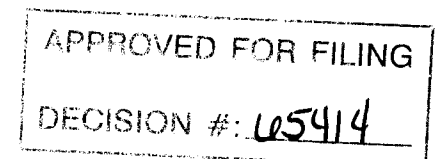
2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.15 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.16 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.



ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.17 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, *i.e.*, those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE

2.2.1 General

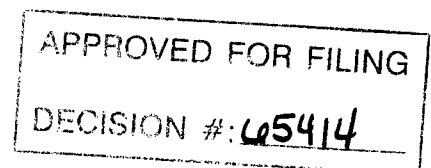
The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular Tariffed rate for the service they subscribe to for the minimum period of service except as provided in Section 2.2.2 below. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. The original customer, however, remains responsible for the remaining payment in case of early termination or non-payment by the new customer. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.2.2 Term Liability/Termination Charges

Certain services in this Tariff are offered with an optional discount for a Term Commitment. If a Customer elects a Term Commitment, then upon the termination of service prior to the end of the Term Commitment by the Company for cause as provided in this Tariff or by the Customer for any reason, Customer shall pay Cypress termination liability calculated as follows: one-hundred percent (100%) of the total charges that Customer would have paid for Services subject to the Term Commitment, excluding charges billed on the basis of usage, if there had been no termination; with such calculation being based upon all applicable charges in effect under this Tariff at the time of termination and measured from the time of the termination until the end of the Term Commitment.



ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.3.2 Deposits

- A. Cypress may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. Cypress reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
- B. Deposits will not be required by Cypress based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- C. Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

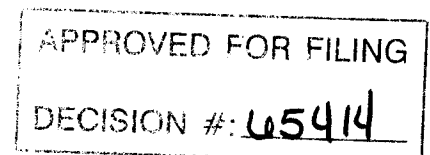
D. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

E. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

F. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.



ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

2.3.4 Payment of Charges

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of Cypress or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by check, money order, or cashier's check.
- B. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within 120 days after the bill is rendered.

2.3.5 Returned Check Charge

When a check that has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge as set forth in Section 11.5.6 of this Tariff. This charge will be in addition to any charges assessed by any financial institution.

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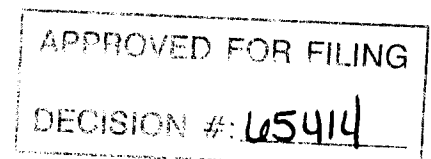
ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Late Payment Charges

- A. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within thirty (30) days from the date of the billing invoice may be considered delinquent and subject to a late fee of 1.45% of the net total of the bill.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Arizona. These agencies are required to make payment in accordance with applicable state law.



ORIGINAL

2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.7 Customer Overpayments

An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. Any overpayments will be applied to the Customers future billings. The Customer, upon written request, will be issued reimbursement for the overpayment. The Company will issue a check for such overpayment within 60 days from receipt of request.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.4 DISPUTED BILLS

In the case of a dispute between a Customer and Cypress as to the correct amount of a bill rendered by Cypress for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- A. The Customer must make a request, and Cypress will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid upon receipt of invoice (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if Cypress has notified the Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Cypress, the Customer may appeal to the Arizona Corporation Commission for its investigation and decision.
- D. After the investigation and review are completed by Cypress as noted in (A) above, and dispute is found to be invalid by Cypress, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date Cypress notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the date of presentation shown on the bill.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 CUSTOMER COMPLAINTS

During normal hours of operation, all calls will be handled by a Cypress Communications Support Specialist. Calls received outside normal business hours will be answered by an after hours answering service operator, who will page an on-call technician to the Customer.

A Customer or prospective Customer may initiate a complaint or billing inquiry with Cypress by either calling during normal business hours or submitting a written complaint to:

Cypress Communications Operating Company, Inc.
c/o Cypress Communications, Inc.
15 Piedmont Center, Suite 100
Atlanta, Georgia 30305
Toll-free Customer Service No.: (877) 590-5955
www.support@cypresscom.net

The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Arizona Corporation Commission. The address of the Commission is as follows:

Arizona Corporation Commission
Consumer Services
1200 West Washington
Phoenix, AZ 85007-2996

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.7 APPLICATION OF RATES

2.7.1 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

2.7.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit. The first thirty (30) seconds will be the initial billing increment and every six (6) seconds thereafter will be additional billing increments.

2.7.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

2.7.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

2.7.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

2.7.1.5 All times refer to local time.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 APPLICATION OF RATES (Cont'd)

2.7.2 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

2.7.2.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

2.7.2.2 The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step B above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step C above.
- E. Divide the sum of the squares by 10.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. FORMULA:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE

2.8.1 Disconnection Without Notice

The Company may deny or discontinue service to a customer without prior written notice except for the following reasons:

- A. If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- B. Upon order by any court, the Commission, or any other duly authorized public authority; or
- C. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.2 Disconnection With Notice

The Company may suspend or discontinue service without suspension or, following suspension of service, sever the connection and remove any of its equipment from the Customer's premises in the exchange after prior written notice only for one of the following reasons:

- A. Non-payment of any past due bill for jurisdictional services. The Company will provide written notice by first class US mail stating that discontinuance of service will occur in 10 days with reasons specified. The Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is past due. Solely for the purposes of 2.8.2, a bill is past due if not paid within 30 days of the due date.
- B. Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- C. Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer whose account is delinquent and who continues to reside at the premises.
- D. Violation of any Company tariff rule on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- E. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the provider's service.
- F. Failure of the Customer to permit the Company reasonable access to its facilities or equipment.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

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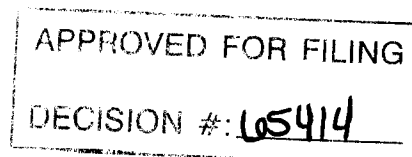
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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)

2.8.4 Emergency Termination of Service

The Company will immediately terminate any portion of the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.



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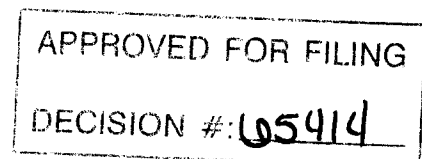
2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

A. Business rates as described in this Tariff apply to service furnished:

- (1) In office buildings, stores, factories and all other places of a business nature;
- (2) At any location approved by the Company, where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
- (5) At any location approved by the Company, where the Customer resells or shares exchange service.



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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.9.2 Telephone Number Changes

When a business Customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned Customers. The Customer may order a Vanity Number where facilities permit for an additional charge as specified in Section 11.2 of this Tariff. (Z)

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.9.3 Deposits

Deposits will be returned to business Customers after three years, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance returned to the Customer.

2.9.4 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

ADMINISTRATIVELY
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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions

A. Customer may report Service and Equipment problems to Customer's customer service representative or customer service center twenty-four (24) hours per day, seven (7) days per week. Cypress shall respond to Customer requests for repairs and services as follows:

1. Within 4 hours after notice from Customer with respect to any outage in which at least 25% of Customer's telecommunications receiving and transmitting stations are unable to make or receive voice or data transmissions,
2. Within 24 hours after notice from Customer with respect to any outage or other service or equipment problem not mentioned in this section,
3. Within 3 business days with respect to 1 to 5 MAC Requests,
4. Within 5 business days with respect to 5 to 10 MAC Requests,
5. Promptly, according to times mutually agreed upon by Customer and Cypress (and generally consistent with the foregoing response times) with respect to more than ten MAC Requests.

B. Subject to Section 2.10.2, and except as further limited herein, Customer is entitled to a credit only for outages mentioned in Section 2.10.1 that exceed three (3) hours in duration from the time that Customer notifies Cypress of the problem (the "Minimum Period"). Such credits shall be equal to 1/1440 of its monthly recurring charge for the affected service for each one-half (1/2) hour period in which there is a major outage for such Service in excess of the Minimum Period for such service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.1 Credit for Interruptions (Cont'd)

C. Under no circumstances is Customer entitled to a credit, nor is Cypress required to repair the outage, where the outage is caused by or is the result of:

- 1) Force Majeure Event or any other reason beyond Cypress' control;
- 2) An act or omission of Customer, Customer's employees, affiliates or agents or any other third party;
- 3) The use or failure of any Customer equipment or facilities used in connection with the equipment and services; or
- 4) Planned outages for maintenance or repair that are scheduled and approved In advance by Customer. In addition, outage credits will not be paid for any period of time during which Cypress personnel or contractors are denied access to the premises or other facilities necessary to remedy an outage.

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2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.1 Credit for Interruptions (Cont'd)

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to Company equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

F. "Force Majeure Event" Defined

Any act or event which is beyond Cypress' reasonable control, including, but not limited to, national emergencies; acts of war or other civil commotion; acts of God; earthquakes; fires; flood; adverse weather conditions; explosions; other catastrophes; embargo; insurrections; riots; sabotage; strikes; lockouts; work stoppages or other labor difficulties; any law, order, regulation or other action of any governing authority or agency thereof; or failure of the Internet.

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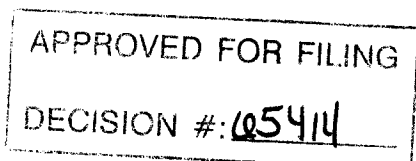
2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use their service on an impaired basis;
- E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and,
- F. interruptions in service due to circumstances or causes beyond the control of the Company.



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3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

Connection Charges are nonrecurring charges which apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of a Service Order Charge.

The general application of this charge is as follows:

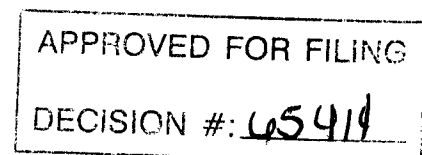
- A. A Service Order Charge applies per Customer order for all work or services ordered to be provided at one time, on the same premises, for the same Customer. The charge recovers the cost of receiving, recording, and processing a Customer's request for service.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. *See* Section 4.1.1.
- C. The service order charge does not apply for a company initiated charge or company error, a change in billing address, or a removal of service.

3.1.3 Custom Calling Features

- A. Connection Charges apply to custom calling features under certain circumstances.



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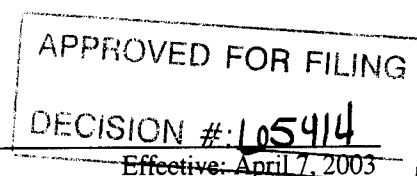
3 - CONNECTION CHARGES (Cont'd)

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after disconnection with notice as described in Section 2.8.2 of this Tariff, but before cancellation of the service.

3.3 TIME AND MATERIALS CHARGE

A charge for the labor time & materials expended to diagnose any trouble on the Customer's side of the demarcation point.



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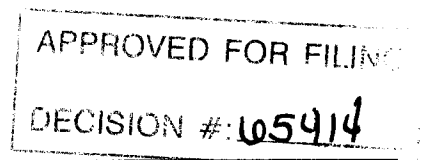
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4 - SUPPLEMENTAL SERVICES

4.1 SERVICE AND PROMOTIONAL TRIALS

4.1.1 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase Customer awareness of a particular service offering. Recurring or nonrecurring charges may be waived or reduced during such programs. Except for the rates charged under such promotions, all other terms and conditions of service contained in this Tariff will apply to Cypress' promotional service offerings. Promotional offerings will have a specific beginning and ending date, and will be provided in accordance with the Commission's rule.



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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.2 BUSY LINE VERIFICATION AND INTERRUPT SERVICE

4.2.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

4.2.2 Rate Application

A. A Busy Line Verification Charge will apply when:

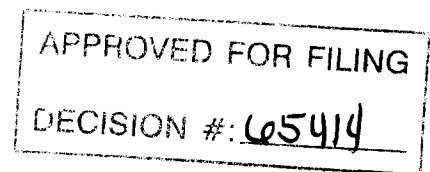
- (1) The operator verifies that the line is busy with a call in progress,

or
- (2) The operator verifies that the line is available for incoming calls.

B. Both a Busy Line Verification Charge and a Verification and Interruption Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

See Rate Schedule in Section 11 of this Tariff.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.



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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.3 LOCAL OPERATOR SERVICE

Outbound local calls may be completed or billed with the live or mechanical assistance by the Company's chosen operator service provider. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (*See Person to Person*), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service plus operator assisted surcharges applicable based on type of call.

See Rate Schedule in Section 11 of this Tariff.

4.4 UNBLOCKING SERVICE

4.4.1 General

Unblocking service is a feature that permits Customers to gain unrestricted access from their telephone line to various discretionary services that are blocked by the Company in its standard service offering. The following unblocking options are available to Customers:

- A. 900 Unblocking - allows the Customer to gain unrestricted access to all calls beginning with the 900 prefixes (*i.e.* 900-XXX-XXXX).
- B. Collect Call Restriction - provides the Customer with a method of denying all collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the Customer with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 8YY (Toll Free), and operator assisted toll calls, and 411 calls.
- D. Toll Restriction Plus - provides Customers with Toll Restriction, as described in 4.4.1.C. of this Section, and blocking of 411 calls.

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.4 UNBLOCKING SERVICE (Cont'd)

4.4.2 Regulations (Cont'd)

- A. The Company will not be liable for any charge incurred when any long distance company or alternative operator service provider accepts third number billed calls.
- B. Unblocking Service is available where equipment and facilities permit.

4.4.3 Rates and Charges

See Rate Schedule in Section 11 of this Tariff.

Connection Charges apply as specified in Section 3 of this Tariff.

4.5 VANITY NUMBER SERVICE

4.5.1 General

- A. Vanity Number Service allows a Customer to order a specified telephone number rather than the next available number.
- B. Vanity Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Vanity Numbers are used for marketing purposes by the Customer.
- D. When a new Customer assumes an existing service which includes Vanity Number Service, the new Customer may keep the Vanity Number, at the Tariffed rate, with the written consent of the Company and the former Customer.
- E. The Company reserves and retains the right:
 - (1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - (2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any Customer to another, except as otherwise provided in this Tariff;

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.5 VANITY NUMBER SERVICE (Cont'd)

4.5.1 General (Cont'd)

- E. The Company reserves and retains the right: (Cont'd)
- (3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 - (4) The limitation of liability provisions of this Tariff in Section 2.1 are applicable to Vanity Number Service.

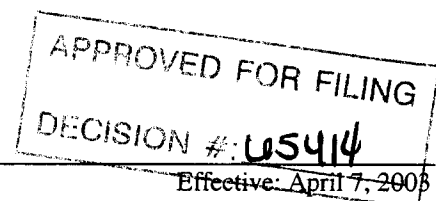
4.5.2 Conditions

- A. Charges for Vanity Number Service apply when a Customer:
- (1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
 - (2) Requests a number change from the Customer's present number to a Vanity Number.
- B. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another Customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Vanity Number Service.

See Rate Schedule in Section 11 of this Tariff.

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4 - SUPPLEMENTAL SERVICES (Cont'd)

4.6 DIRECTORY ASSISTANCE SERVICE

4.6.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.6.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests from elderly individuals and individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined in Section 7.2.2 of this Tariff.
- D. Exchange lines of the State of Arizona and its political subdivisions.

4.6.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

See Rate Schedule in Section 11 of this Tariff.

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5 - BASIC LINE SERVICE

5.1 GENERAL

Basic Line Service provides a Customer with an analog or digital connection to the Company's switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service or intraLATA toll service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 8YY service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Company Identification Code (101XXXX). At the time of initial subscription, the Customer shall designate a Primary Interexchange Company (PIC) for intra-LATA and inter-LATA toll service. If the Customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Customer must default to 101XXXX dialing.

Connection Charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

5.1.1 Basic Analog Line Service

Basic Analog Line Service is provided via one or more channels terminated at the Customer's premises. Each Basic Analog Line Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

5.1.2 Basic Digital Line Service

Basic Digital Line Service is provided via one or more channels terminated at the Customer's premises. Each Basic Digital Line channel corresponds to a single 2-wire twisted pair of copper provisioned by time division multiplexed (TDM) technology utilizing 2B+D ISDN-type composite signal, allowing for multiple lines and features to be delivered simultaneously from the Company's switch to a compatible proprietary desktop instrument.

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5 - BASIC LINE SERVICE (Cont'd)

5.1 GENERAL (Cont'd)

5.1.3 Emergency Calling

Access to 911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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ORIGINAL

5 - BASIC LINE SERVICE (Cont'd)

5.2 SERVICE FEATURES

- 5.2.1 Basic Analog Line Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service is provided on a two-way calling basis only.

The following features are available with Basic Analog Line Service at no additional charge: (Z)

3-Party Conference Calling	Call Forward No Answer
Call Transfer	Speed Calling (10 to 100 Numbers)
Call Pickup	Last Number Redial
Call Forwarding Variable	Sequential Line Hunting
Message Waiting	

The following features are offered to Basic Analog Line Service Customers, where available,

with compatible Customer-provided terminal equipment at no additional charge: (Z)

Caller ID + Name and Number
Block Caller ID
Call Trace

- 5.2.2 Basic Digital Line Service is provided for connection of Company-provided Nortel digital handsets. Basic Digital Line Service availability is contingent on equipment availability and is provided on a two-way basis only.

The following features are available with Basic Digital Line Service, where available, at no additional charge:

6-Party Conference Calling	Call Park
Call Pickup	Call Forwarding Variable
Message Waiting Indicator	Call Transfer
External Call Transfer	Dial Intercom
Speed Dialing (10 to 100 Numbers)	AutoDial
Virtual Private Line	Call Forward No Answer
Last Number Redial	Incoming/Outgoing Caller ID
Sequential Line Hunting	Block Caller ID
Call Trace	Call Waiting

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5 - BASIC LINE SERVICE (Cont'd)

5.3 SERVICE CHARACTERISTICS

- 5.3.1 Basic Analog Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Basic Line Service is provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Analog Line has the following characteristics:

Terminal Interface: 2-wire
Signaling Type: Loop start
Pulse Types: Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
Directionality: Two-Way Only

- 5.3.2 Basic Digital Service is provided via one or more channels terminated at the Customer's premises. Each Basic Digital Line channel corresponds to a single 2-wire twisted pair of copper provisioned by time division multiplexed (TDM) technology utilizing 2B+D ISDN-type composite signal, allowing for multiple lines and features to be delivered simultaneously from the Company's switch to a compatible proprietary desktop instrument. Basic Digital Line Service is provided for connection of Company-provided Nortel digital handsets. Basic Digital Line Service availability is contingent on equipment availability.

Each Basic Digital Line has the following characteristics:

Terminal Interface: 2-wire
Signaling Type: Proprietary Signaling or Encoding at Company's discretion.
Pulse Types: Proprietary Signaling or Encoding at Company's discretion.
Directionality: Two-Way Only

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5 - BASIC LINE SERVICE (Cont'd)

5.4 RATE PLANS

5.4.1 General

A. The Company offers the following Basic Line Service rate plans for both analog and digital service. Rates are set forth in Section 11 of this Tariff.

1) Basic Analog Line Service - monthly access charges apply. All features (*See* Section 5.2.1) can be purchased for an additional monthly charge. A non-recurring charge applies when features are requested after initial installation of service.

2) Basic Digital Line Service - monthly access charges apply. All features (*See* Section 5.2.2) are included in the monthly access charge.

5.5 EZ OFFICE DIGITAL BUNDLED OFFERING – PRODUCT DESCRIPTION (N)

5.5.1 General

A. This section contains optional bundled service offerings of the Company that include regulated local exchange and intrastate long distance services along with interstate long distance services governed by the Company's federal tariff (located at www.cypresscom.net), as well as unregulated services and features, including but not limited to telephone equipment and Internet services.

B. The EZ Office Digital Bundled offering is a bundled service that includes 1.0Mb burstable internet connection, service features as specified in Section 5.2, auto attendant, fax-modem line (1 line for 1-7 phones; 2 lines for 8+ phones), 500 long distance aggregated minutes per telephone, at no additional charge (1+ intrastate & interstate calling), choice of a brand name telephone, one DID number per telephone, one POP3 email box per telephone, one voicemail box per telephone, and unlimited local calling. The EZ Office Digital Bundled offering is a bundled service for business customers.

C. Unused minutes may not be carried over to the following month. Additionally, the Customer must commit to a minimum one-year term agreement.

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6 – DIRECT INWARD DIAL

6.1 DID TRUNK SERVICES

- 6.1.1 DID Trunk Service provides a customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time.
- 6.1.2 DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's incoming calls to be routed corresponding to each individual DID number. Charges for DID (Z) numbers are listed in Section 11.5.

6.2 DIRECT INWARD DIAL (DID) SERVICE

- 6.2.1 DID service can be purchased in conjunction with Company-provided private lines. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for private lines contained herein.
- 6.2.2 So the Company may efficiently manage its number resource, the Company, at its sole discretion reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 30 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.
- 6.2.3 The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

See Rate Schedule in Section 11 of this Tariff.

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7 - SPECIAL SERVICES AND PROGRAMS

- 7.1 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER
- 7.1.1 The Company will provide, upon request, specialized telecommunications equipment for Customers certified as hearing or speech impaired.
- 7.1.2 A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Arizona.
- 7.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 7.1.4 The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 7.1.5 The Company will also advise Customers who request this equipment of the applicable terms for purchase.

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7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.2 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

7.2.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

7.2.2 Certification

Acceptable certifications are:

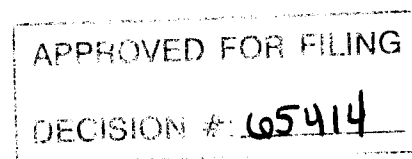
- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Arizona, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

7.2.3 Qualification

Those Customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

7.2.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.



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7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.3 RELAY SERVICE

7.3.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 8YY number. Specific 8YY numbers have been designated for both impaired and non-impaired Customers to use.

7.3.2 Regulations

- A. Only intrastate calls can be completed using the State of Arizona Relay Service.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Arizona. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
 - 1) calls to informational recordings and group bridging service;
 - 2) calls to time or weather recorded messages;
 - 3) station sent paid calls from coin telephones; and
 - 4) operator-handled conference service and other teleconference calls.

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7 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

7.3 RELAY SERVICE (Cont'd)

7.3.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the Customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the Customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

7.4 UNIVERSAL SERVICE CHARGE

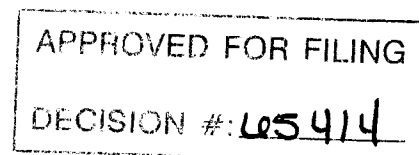
The Corporation Commission has created a High Cost Support Mechanism to assist in the provision of service in high cost areas. When the Company's High Cost Fund contribution requirements are estimated to exceed the de minimus exemption, the Company will collect a Universal Service Charge from each customer to fund the High Cost Fund. The surcharge will be added, when applicable, pro rata to each customer's total bill for in-state services and any optional services. The surcharge rate to be collected shall be published on a quarterly basis by the Arizona Corporation Commission.

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8 - SPECIAL ARRANGEMENTS

8.1 [RESERVED]



ORIGINAL

9 - DIRECTORY

9.1 ALPHABETICAL DIRECTORY

9.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Company, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider. However, the Company will be responsible for coordinating Customer requests for directory listings, changes to directory listings, and any complaints associated with directory listings with the outside provider of directory listings. Requests or complaints concerning directory listings should be addressed to the Company directly at the toll-free number provided in Section 2.5 of this Tariff.
- B. The term "listing" refers to the information in light-face type in the alphabetical directory and Company's records.
- C. Listings provided without charge are as follows:
 - 1) One white page listing;
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

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ORIGINAL

9 - DIRECTORY (Cont'd)

9.1 ALPHABETICAL DIRECTORY (Cont'd)

9.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
 - 1) Each listing normally includes the number and street name location where the telephone service is furnished. the name of a building may be shown in case of buildings commonly known by name.
 - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in Section 9.1.1 above.

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9 - DIRECTORY (Cont'd)

9.1 ALPHABETICAL DIRECTORY (Cont'd)

9.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

A. Non-Listed

Telephone numbers of non-listed service are not listed in the Company's directories or on the directory records. Non-listed service is available with all classes of main telephone exchange service provided the Customer has other exchange service, which is listed in the directory or is on directory records in the same name and at the same address. There are no restrictions against furnishing name, address or number information for non-listed services.

B. Additional Listing

A listing in addition to the main listing.

C. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

D. Extra Line Listing

This feature provides information after a main or additional listing. It refers callers to an alternative telephone number that is listed immediately below the main number.

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9 - DIRECTORY (Cont'd)

9.1 ALPHABETICAL DIRECTORY (Cont'd)

9.1.4 Non-Published Service

A. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or directory records available to the general public. However, the telephone number, name, and address of a Customer with non-published service may be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

B. Regulations

- 1) Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
- 2) The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- 4) The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

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9 - DIRECTORY (Cont'd)

9.2 DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

9.3 LIABILITY OF THE COMPANY FOR ERRORS

9.3.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

9.3.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the operator shall be given as follows:

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9 - DIRECTORY (Cont'd)

9.3 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

9.3.2 Allowance for Errors (Cont'd)

A. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

B. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly Tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

C. Operator Records

For free or charge listings obtainable from records used by the operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other companies or operator service providers.

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10 - SERVICE AREAS

10.1 EXCHANGE SERVICE AREAS

- 10.1.1 Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest

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11 - RATES SCHEDULE

11.1 CONNECTION CHARGES

Service Order Charge (per unit installed)

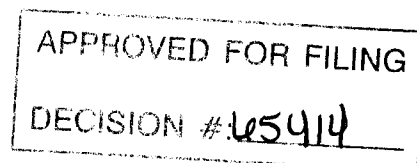
	<u>Charges</u>
Local Line Installation Charge	\$50.00
Digital Line / Telephone Installation Charge	\$90.00
(Digital line Installation Charge with Cable Pull)	\$225.00
Analog Line Installation Charge	\$40.00
(Analog line Installation Charge with Cable Pull)	\$150.00

Restoral Charge

	<u>Charges</u>
First	\$150.00
Additional	\$150.00

Time and Materials Charge

Hourly Charge During Normal Business Hours (7:00am - 6:00pm)	\$135.00
Hourly Charge After Normal Business Hours (6:00pm - 7:00am)	\$202.50



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11- RATES SCHEDULE (Cont'd)

11.2 SUPPLEMENTAL SERVICES

<u>Directory Assistance Service, per call</u>	<u>Charges</u>	
Local Directory Assistance	\$0.75	
Intrastate Directory Assistance	\$0.95	
Interstate Directory Assistance	\$1.75	
<u>Local Operator Service, per minute</u>		
Customer Dialed Calls	\$0.80	
Person to Person Collect Calls	\$3.00	
Third Party Billed Calls	\$1.33	
Station to Station Calls	\$2.25	
<u>Busy Line Verification and Interrupt Service</u>	<u>Recurring</u>	<u>Non-Recurring</u>
	<u>Charges</u>	<u>Charges</u>
Busy line Verification Charge, each request	\$0.00	\$3.00
Verification and Interruption Charge, each request	\$0.00	\$6.00
<u>Unblocking Service</u>		
Collect Call Restriction	\$0.00	\$25.00
Toll Restriction	\$0.00	\$25.00
<u>Vanity Number Service</u>		
Per vanity number assigned	\$2.50	\$25.00

The non-recurring charge applies when adding Vanity Numbers and or Unblocking Service after initial installation of Service. This charge applies on a per-line, per order basis.

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11- RATES SCHEDULE (Cont'd)

11.3 BASIC LINE SERVICE

A.	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>Local Line Charges, per local line</u>	\$49.00	\$50.00

The quantity of Local Line Charges are determined based on total number of Digital (Telephone Station Sets) Ports and Analog (fax / modem lines and analog lines) Ports provided to supply contracted telecommunication services. See Section 11.4, Local Line Charge Matrix, which determines the quantity of Local Line Charges based on total number of Ports provided.

B.	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>Analog Port Charge</u>	\$14.95	\$40.00

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
<u>Digital Port Charge</u>	\$14.95	\$40.00
(If no Telephone Station Set is provided to Customer)		

A Digital Port Charge is included in the Monthly Recurring Charge for the Telephone Station Set provided to Customer and is not billed as a separate line item. A Digital Port Charge is only billed as a separate item if no Telephone Station Set is provided as part of the Services.

- C. Customers receive a Discount based on total number of Digital Ports / Telephone Station Sets and Analog Ports and length of contract term. Below is the discount matrix for discount available that is applied to all Digital Ports / Telephone Station Sets and Analog Ports:

	<u>Contract Terms (in months)</u>				
	<u>1 - 12</u>	<u>13 - 24</u>	<u>25 - 36</u>	<u>37 - 48</u>	<u>49 +</u>
# of Units: 1 - 9	0.0%	2.5%	5.0%	10.0%	15.0%
# of Units: 10 - 19	0.0%	5.0%	10.0%	15.0%	20.0%
# of Units: 20 - 29	0.0%	7.5%	15.0%	22.5%	30.0%
# of Units: 30 - 49	0.0%	10.0%	20.0%	30.0%	40.0%
# of Units: 50 +	0.0%	12.5%	25.0%	37.5%	50.0%

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11- RATES SCHEDULE (Cont'd)

11.4 LOCAL LINE CHARGE MATRIX

The following information is necessary to properly allocate Local Line Charges to each customer. This table will establish the quantity of lines required to serve the customer in a shared environment.

Ports	Lines	Ports	Lines	Ports	Lines	Ports	Lines	Ports	Lines	Ports	Lines	Ports	Lines	Ports	Lines
1	1	33	12	65	17	97	21	286	60	510	97	734	130	958	153
2	2	34	12	66	17	98	22	293	60	517	98	741	130	965	154
3	3	35	12	67	17	99	22	300	60	524	100	748	131	972	156
4	3	36	13	68	17	100	22	307	61	531	101	755	132	979	157
5	4	37	13	69	18	106	23	314	63	538	102	762	132	986	158
6	4	38	13	70	18	112	25	321	64	545	104	769	132	993	158
7	5	39	13	71	18	118	26	328	66	552	105	776	132	1000	159
8	6	40	13	72	18	124	27	335	67	559	105	783	133	1007	160
9	6	41	13	73	18	130	29	342	68	566	106	790	133	1014	161
10	7	42	14	74	18	136	30	349	70	573	107	797	134	1028	163
11	7	43	14	75	18	142	31	356	71	580	107	804	135	1035	164
12	7	44	14	76	19	148	33	363	73	587	107	811	136	1042	165
13	7	45	14	77	19	154	34	370	74	594	107	818	136	1049	166
14	8	46	14	78	19	160	35	377	75	601	108	825	137		
15	8	47	14	79	19	166	35	384	77	608	109	832	137		
16	8	48	14	80	19	172	36	391	78	615	111	839	138		
17	8	49	15	81	19	178	37	398	80	622	112	846	139		
18	9	50	15	82	19	184	39	405	81	629	113	853	139		
19	9	51	15	83	20	190	40	412	82	636	113	860	140		
20	9	52	15	84	20	196	41	419	82	643	116	867	140		
21	9	53	15	85	20	202	42	426	83	650	117	874	140		
22	10	54	15	86	20	209	44	433	83	657	118	881	141		
23	10	55	15	87	20	216	45	440	84	664	118	888	142		
24	10	56	16	88	20	223	47	447	85	671	121	895	143		
25	10	57	16	89	20	230	48	454	86	678	122	902	144		
26	11	58	16	90	21	237	50	461	88	685	123	909	145		
27	11	59	16	91	21	244	51	468	89	692	124	916	147		
28	11	60	16	92	21	251	53	475	90	699	125	923	148		
29	11	61	16	93	21	258	54	482	92	706	126	930	149		
30	12	62	17	94	21	265	56	489	93	713	127	937	150		
31	12	63	17	95	21	272	57	496	94	720	128	944	151		
32	12	64	17	96	21	279	59	503	96	727	129	951	152		

The level of trunking is applicable for most industries; however, brokerage firms, travel agencies, distributors, communications companies and other phone intensive companies will require a higher level of trunking. If the number of phones falls between two trunking thresholds, choose the next higher number of trunks.

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11- RATES SCHEDULE (Cont'd)

11.5 DIRECT INWARD DIAL (DID)

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
Individual DID Numbers	\$0.50	\$-

11.6 LATE PAYMENT CHARGE

The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within thirty (30) days from the date of the billing invoice may be considered delinquent and subject to a late fee of 1.45% of the net total of the bill.

11.7 RETURNED CHECK CHARGE

\$25.00 for each check returned for insufficient funds.

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11 - RATES SCHEDULE (Cont'd)

11.8 ALTERNATE TELEPHONE NUMBER LISTINGS

	<u>Recurring Charge</u>	<u>Non-Recurring Charge</u>
First Directory Listing is provided for Free	\$-	\$-
Additional Directory Listing	\$3.00	\$-
Cross Reference Listing	\$3.00	\$-

The Company does not provide "Yellow Page" listings.

11.9 SPECIAL PROMOTIONS

The Company will, from time to time, offer special promotions to its Customer's, which may include, but will not be limited to, waiving certain charges. The Company will provide notice to the Commission of such special promotions, including specific starting and ending dates.

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11 - RATES SCHEDULE (Cont'd)

11.11 EZ OFFICE DIGITAL BUNDLED OFFERING

(N)

- A. Product pricing is based on the number of telephone sets and the length of term of contract, as represented in the table below. Minutes of use exceeding 500 will be billed at \$0.07 per minute:

	12 month	24 month	36 month	48 month	60 month
1 phone	\$189	\$169	\$159	\$149	\$139
2 phones	\$149	\$129	\$119	\$109	\$99
3 - 4 phones	\$134	\$114	\$99	\$94	\$89
5 - 7 phones	\$119	\$104	\$89	\$84	\$79
8 - 11 phones	\$114	\$99	\$84	\$79	\$74
12 -16 phones	\$104	\$89	\$79	\$74	\$72
17 - 25 phones	\$99	\$85	\$74	\$72	\$68
26 - 38 phones	\$94	\$82	\$72	\$68	\$65
39 - 54 phones	\$89	\$78	\$68	\$65	\$62
55 - 75 phones	\$84	\$69	\$65	\$62	\$60
76+ phones	\$79	\$65	\$62	\$60	\$58

- B. The following percentage of charges will be applied based on the service revenue as follows, to reflect applicable fees, surcharges and taxes:

Recurring Charge

Local access revenue	21%
Intrastate revenue	3%
Interstate revenue	8%

- C. Installation charges

Non-recurring Charges

\$50.00 per station

- D. Additional Services

Any additional regulated services ordered with the EZ Office Digital Bundled offering will be charged at Cypress' current tariffed rate.

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12 – GRANDFATHERED SERVICES

- 12.1 Cypress provides other regulated and unregulated Services at the State level, which are all governed by Cypress' State Tariffs. Other interstate and international products may be provided on a grandfathered basis to pre-existing Customers acquired through acquisitions and already using those products, but are not available to new Customers and are not available for renewal by pre-existing Customers. Although the rates for those other products will not appear herein, the rates are set per contracted rates, the other terms and conditions for these products will be the same as for the Services.

All grandfathered Customers receive Service pursuant to a written contract with Cypress, some of which have been assigned to Cypress through acquisitions. When such written contract exists, contract rates and terms that are different from the general rates and terms contained in this document shall govern the Services provided to the Customer. Rates, terms, and conditions of Service contained in this tariff, which are not inconsistent with the written contract, shall also apply.

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